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July 19, 2013

CONFIDENTIAL

Mr. Calvin Darden
The Reign Entertainment Group, LLC
375 Park Avenue
New York, New York 10152

Re: Engagement of Bryan Cave LLP

Dear Mr. Hines:

We are pleased that you have chosen to engage Bryan Cave LLP to provide legal services to The Reign Entertainment Group, LLC in connection with the acquisition of the assets related to the Maxim brand and Maxim magazine and such future matters that we mutually agree to undertake. Consistent with our normal practice, this letter and the attached Statement of Engagement Terms and Billing Practices (New York) (the "Statement") set forth the terms of our engagement. The Statement is important and is provided to our clients so that they understand in advance how various issues will be handled.

We cannot guarantee any particular legal result, but we assure you that we will work vigorously and efficiently. The quality of our work is paramount, and while we do not sacrifice quality to economy, we do recognize the need for cost effective representation. In all client matters we attempt to utilize those lawyers and legal assistants having the lowest hourly billing rates that are commensurate with the degree of specialization and level of experience required in order to achieve your objective. The selection of those lawyers and legal assistants who will render services to you will be made by me as the lawyer having overall supervisory responsibility for your matter, taking into consideration the nature of the work, the office in which most of those services are likely to be rendered, the degree of legal experience, knowledge and specialization required in order to achieve your objective, the availability of lawyers and legal assistants to work on your matter and their hourly billing rates.

We take into account many factors in billing for services rendered. The principal factor is usually our time costs billed at our hourly rates for the attorneys and legal assistants who do the work. For matters not in the ordinary course of business, if our efforts on your behalf are successful, we would expect a reasonable additional amount that is consonant with the responsibilities undertaken, the results achieved and the pressure

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under which our services are rendered. Our schedule of hourly rates for attorneys and other members of the professional staff is based on years of experience, specialization in training and practice and level of professional attainment. Currently our hourly rates for New York attorneys and legal assistants range from \$215 to \$945. Time charges are usually in minimum units of one quarter (1/4) of an hour. Our fee schedule is reconsidered periodically with changes effective as of the first of the month adopted, usually January 1st.

Our billing statements are normally rendered on a monthly basis and are due and payable upon receipt. We endeavor to include expenses and other charges in the statement for the month in which they are incurred. On occasion, however, accounting for certain expenses and charges (i.e., late-posted items or international charges), may be delayed, in which case such items will be billed on the next regular statement. The Firm reserves the right to charge a late payment penalty in the form of interest on any statements not paid within 30 days of the statement date at nine percent (9%) interest per-annum.

Our attorney-client relationship is one of mutual trust and confidence. We do our best to see to it that our clients are satisfied not only with our services but also with the fees charged for those services. Whenever you have any questions or comments regarding our services, fee arrangements or fees billed, you should contact me or any other attorney in the Firm with whom you are working.

Bryan Cave LLP

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We appreciate the confidence you have placed in us and look forward to working with you. If this letter and the Statement correctly set forth our mutual understanding, please sign and date the enclosed copy of this letter and return it to us with the attached Statement.

Very truly yours,

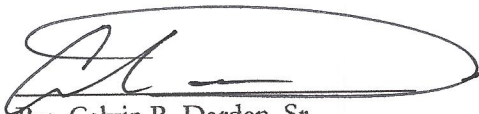


Harvey K. Newkirk

THESE TERMS, INCLUDING THE
ATTACHED STATEMENT OF
ENGAGEMENT TERMS AND
BILLING PRACTICES, ARE
APPROVED.

DATED:

The Reign Entertainment Group, LLC



By: Calvin R. Darden, Sr.
Managing Member

**STATEMENT OF ENGAGEMENT TERMS
AND BILLING PRACTICES**

(New York)

A rate is determined for each of our lawyers and legal assistants on the basis of that person's seniority, experience or area of practice, and the geographic location of the office in which that person works. The hourly billing rates may be adjusted annually, usually as of January 1. The rate for our professionals likely to be involved in rendering services in connection with this matter are as follows: Alan S. Pearce - \$825, Harvey K. Newkirk - \$625, Chaery Tornay - \$510, Rocio A. Chavez - \$375, Hayley Cohen - \$345 and Ilana E. Miller - \$295.

When we provide services that are of special value or which require unusual sophistication, we will discuss with you charging for those services an amount that exceeds the standard rate of the professionals involved for the number of hours devoted to the rendering of services.

Representation in Other Matters. We are a large law firm and we represent many other companies and individuals. To avoid any misunderstanding in connection with our current (and any future) engagement for you, we confirm that we have not been asked to act as counsel for any subsidiary, parent, affiliated entity or individual as a result of our acting as counsel to you. Any such relationship, if undertaken by us with any such other entity or individual, must be separately entered into.

It is possible that some of our present or future clients will have disputes with The Reign Entertainment Group, LLC during the time that we are representing you. Therefore, as a condition to our undertaking this engagement, you have agreed that our Firm may continue to represent or may undertake in the future to represent other existing or new clients in any matter on a position, other than a matter in which we represent you with respect to that position, that is adverse to you or in which your interests may be adversely affected. We agree, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where as the result of our representation of you we have obtained sensitive, proprietary or other confidential information of a non-public nature that, if known to any such other client of ours, could be used in any such other matter by such client to the disadvantage of The Reign Entertainment Group, LLC.

Estimates. Before undertaking a particular assignment, we will, if requested, provide you with a fee estimate to the extent possible. Estimates are not possible for some matters, however, and cannot be relied on in many others because the ultimate scope of our work will not be clear at the outset. When a fee estimate is given, it is only an estimate; it is not a maximum or minimum fee quotation. The actual fee may be more or less than the quoted estimate.

Litigation and Dispute Resolution Matters. The outcome, cost and the course of most litigation matters cannot be predicted. Should you ever have questions or concerns, we encourage you to contact us. Your timely and full cooperation and assistance will play a critical role in our efforts. You always retain the right to determine whether a compromise should be pursued and accepted, or, alternatively, whether the matter should be pursued to an adjudication on the merits at trial and thereafter to an appeal. While we cannot assure you that there will not be an adverse outcome, our efforts are always directed toward obtaining the most satisfactory resolution of this matter for you that is possible.

Termination of Engagement. You may terminate our engagement with or without cause at any time on written notice to us. Termination of our services will not affect your responsibility to pay for legal services rendered and all expenses and other charges incurred up to the date when we receive notice of termination, and for any further work required of us in order to facilitate an orderly turnover of matters in process at the time of termination.

We may terminate our engagement for any of the reasons permitted under the New York Rules of Professional Conduct, including your deliberate disregard to pay fees, insistence upon conduct contrary to our judgment and advice, insistence upon presenting a claim or defense that is not warranted under existing law and cannot be supported by good faith argument, or any other conduct that renders it unreasonably difficult for us to carry out employment effectively or presents conflicts with our professional responsibilities. If required, we will request a stipulation executed by you allowing us to withdraw as your attorney in any judicial, arbitration or similar proceedings, and you agree to sign such

stipulation. We may also apply for a court order approving our withdrawal from representing you, and you agree in advance to our withdrawal.

Our attorney-client relationship will also terminate when a matter for which our Firm was hired has been completed, whether or not our bill to you for services has been rendered or paid. Upon termination of our relationship, neither you nor the Firm has a duty to accept new engagements or to continue representation in any matters unless mutually agreed in writing.

Future Representation. In the event our engagement necessitates that we prepare an agreement which provides for ongoing rights and obligations on your part, a dispute concerning the interpretation or enforceability of that agreement may subsequently arise after our engagement has been terminated. In the absence of our express written agreement, you may not assume that the Firm will continue to be free to represent you in a future dispute concerning such agreement.

Retention of Files. Generally, we keep each client's legal files for ten years after we close the file. After ten years, we destroy those files unless the client tells us otherwise. If you want us to keep your files for a longer period of time, or you seek the original or copies of documents in your files, please tell us.

Arbitration of Disputes. In the event that a dispute arises between us relating to our fees, you may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts. Upon your request, a copy of those Rules will be provided to you.

In the event that a dispute arises between us concerning the services we have provided to you, whether claims for legal malpractice, breach of fiduciary duty, breach of contract, or any other claim based upon alleged attorney misconduct, or a fee dispute to which Part 137 does not apply, then that dispute will be settled by arbitration before an arbitral forum other than that prescribed by Part 137. Such an arbitration shall be heard in the City of New York by a panel of three arbitrators, all of whom must be attorneys practicing in that City, with one arbitrator to be selected by each party and the third to be chosen by the two arbitrators or the parties to the arbitration. The arbitrators may establish such rules for the conduct of the arbitration as they may choose, except that those rules shall be consistent with the procedural rules of the American Arbitration Association for commercial arbitrations; the arbitrators shall have the power to award all relief available in a court of law; and the arbitration proceedings shall be private and confidential and shall not be disclosed to the public by either the arbitrators or the parties to the arbitration. The award of the arbitrators must be by a majority vote and shall be final and binding, not subject to challenge by either party in any court of law. The arbitrators shall determine which party shall pay for the arbitrators' fees and the costs of the proceedings, but in any event each party shall bear its own costs of legal representation, if any, in the proceeding. Although you can consult another lawyer with respect to this provision, we believe that it is desirable because, although both parties give up the right to a jury trial, to full discovery, and to appellate review, arbitration generally is a quicker and less expensive method of dispute resolution and the privacy of the process can be assured.

Charges. Our statements to our clients are normally rendered on a monthly basis, and ordinarily include certain charges other than fees for legal services. These charges may include third-party expenses (such as filing fees, court reporters and travel) and internal expenses. Clients may be asked to pay larger third-party invoices directly. Other third-party expenses will be added to our bills with no markup. The Firm has elected to charge for certain support activities on the basis of each client's individual use instead of covering them in its hourly rates for fee earners. The internal charges will be billed in the following way:

Facsimile: Clients are charged \$1.00 per page plus the telephone expense for outgoing faxes. There is no charge for incoming faxes.

Mail: Clients are charged the actual cost of regular and express mail and bulk mailings, as well as air express couriers.

Messengers: Clients are charged the actual costs of outside messenger service. In some instances, Firm personnel may be used in lieu of an outside messenger service to reduce delivery time. In those cases, delivery charges are competitive with those of the outside messenger.

Overtime: Staff overtime is charged only when required by the time constraints of the specific project.

Reproduction Costs:

Copies - The Firm charges \$.20 per page for regular copies, \$.75 per page for color copies. Copying by outside vendors when required by size or time constraints of the specific project is charged at actual cost.

Binding - The Firm charges \$5.00 for each binding (velo, spiral, fastback, etc.) job.

Data Transfers - The Firm charges a fixed rate for burning CDs and DVDs at \$8 and \$12, respectively.

Scanning - Documents are scanned at \$.20 per page.

Computerized Support Services including Word-Processing: Clients are billed for computerized support services, including word-processing services, at the rate of \$.50 per minute for composing and editing.

Computer Research: The Firm uses Lexis/Nexis and Westlaw computer-assisted research. The Firm contracts for these services in bulk and for several years in advance. The Firm bills clients at the vendor's regular rates to third parties without discount.

Long-Distance Telephone Calls: To ensure availability and quality of transmission of voice and data, the Firm contracts with long distance carriers for these services in bulk and for several years in advance. Long distance calls are billed at direct dial rates to third parties without discount.

Billing Contact. You have agreed that our bills should be sent to your attention and that they will be reviewed and processed for payment promptly. You have further agreed that we may contact you to confirm receipt of our invoices as well as to query the status of their payment.

Applicable Law. Even though our Firm has offices and transacts business in numerous locations, our attorney-client relationship will be governed by New York law, including the New York Rules of Professional Conduct.